

**PERPETUAL STORM DAMAGE REDUCTION EASEMENT**  
**Standard**

THIS PERPETUAL STORM DAMAGE REDUCTION EASEMENT is made

BY AND BETWEEN \_\_\_\_\_

residing at \_\_\_\_\_

herein after referred to as Grantor,

AND

Suffolk County acting through its Department of Public Works, with offices at 335 Yaphank Avenue, Suffolk County, Yaphank, New York 11980, referred to herein as the Grantee.

**WITNESSETH**

WHEREAS, the Grantor is the owner of that certain tract of land, located in the Town of \_\_\_\_\_, County of Suffolk, State of New York, and identified as District \_\_\_\_\_, Section \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_, as shown on the tax map of the County of Suffolk, hereinafter called the "Property", and a portion of which is described in attached Exhibit A, hereinafter called the "Easement Area," and Grantor holds the requisite interest to grant this Easement; and,

WHEREAS, the Grantor and the Grantee recognize that the beach and dune at Fire Island, New York are subject to constant erosion and degradation, thereby destroying a valuable natural resource and threatening the safety and property of the Grantor and of all of the citizens of the State; and,

WHEREAS, the Grantor and the Grantee desire to participate with each other, and the New York State Department of Environmental Conservation and the United States Army Corps of Engineers to construct the Fire Island to Montauk Point Hurricane and Storm Damage Reduction Project, including the Fire Island Inlet to Moriches Inlet Stabilization Project, as defined in the (date) \_\_\_\_\_ Project Partnership Agreement between the Department of the Army and the State of New York, acting by and through the New York State Department of Environmental Conservation, and the (date ) \_\_\_\_\_ Agreement between the State of New York, acting by and through the New York State Department of Environmental Conservation and Suffolk County, acting through its Department of Public Works, hereinafter called "Project"; and,

WHEREAS, in order to accomplish part of the Project, a Perpetual Storm Damage Reduction Easement for said Easement Area as described in attached Exhibit A is required; and,

WHEREAS, this Easement is required and necessary for the Corps and the State to construct the Project,

WHEREAS, the Grantor desires to cooperate in the Project by allowing the Grantee to acquire an easement for the Easement Area; and,

WHEREAS, the Grantor acknowledges that it will benefit from the successful implementation of the Project; and,

WHEREAS, the Grantor acknowledges that after successful implementation of the Project the beach is still subject to the forces of nature which can result in both erosion and accretion of the beach.

NOW, THEREFORE, in consideration of the benefits to be received by the Grantor from the successful implementation of the Project and other good and valuable consideration, the Grantor grants and conveys to Grantee an irrevocable, assignable, and perpetual easement as set forth herein:

1. A perpetual and assignable easement and right-of-way for the Fire Island to Montauk Point Hurricane and Storm Damage Reduction Project, including the Fire Island Inlet to Moriches Inlet Stabilization Project in, on, over and across that certain Easement Area as described in the attached Exhibit A for use by the Grantee, the Department of the Army and the State of New York, its representatives, agents, contractors and assigns to:
  - a. Construct, preserve, patrol, operate, maintain, repair, rehabilitate, and replace a public beach, and other erosion control and storm damage reduction measures together with appurtenances thereto, including the right to deposit sand, to accomplish any alterations of the contours on said land, to construct berms and dunes, and to nourish and re-nourish periodically;
  - b. Move, store and remove equipment and supplies;
  - c. Erect and remove temporary structures;
  - d. Perform any other work necessary and incident to the construction, periodic nourishment, and maintenance of the Fire Island to Montauk Point Hurricane and Storm Damage Reduction Project, including the Fire Island Inlet to Moriches Inlet Stabilization Project, together with the right of public use and access;
  - e. Plant vegetation on said dunes and berms;
  - f. Erect, maintain, and remove silt screens and sand fences;

- g. Facilitate preservation of dunes and vegetation through the limitation of access to dune areas;
  - h. Trim, cut, fell, and remove from said land all trees, underbrush, debris, obstructions, and any other vegetation, structures, and obstacles within the limits of the Easement Area.
2. This Easement reserves to the Grantor, the Grantor's heirs, successors and assigns the right to construct dune overwalk structures in accordance with any applicable Federal, State, or local laws or regulations, provided that such structure shall not violate the integrity of the dune in shape, dimension, or function, and that prior approval of the plans and specifications for such structures must be obtained from Suffolk County, the New York State Department of Environmental Conservation and other agencies having jurisdiction.
    - a. Such structures are subordinate to the construction, operation, maintenance, repair, rehabilitation, and replacement of the Project.
    - b. Further reserving to the Grantor, the Grantor's heirs, successors, and assigns all such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.
  3. The Grantee, State of New York or the Army Corp of Engineers may post signs on the berms and dunes as is necessary for the Project.
  4. The term "patrol" as used in 1(a) shall mean inspection of the Easement Area.
  5. Grantor hereby expressly agrees not to grade, excavate or place any structure or material within the Easement Area, other than a dune overwalk as referenced above.
  6. The easement granted hereby shall be in perpetuity, and may be transferred by the Grantee to any other appropriate federal, state or local authority. The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the land.
  7. Notwithstanding the foregoing, nothing herein is intended or shall be deemed to change the overall character of the Easement Area; nothing herein shall be deemed to grant to the Grantee or otherwise permit the Grantee or any other person to cross over or use any part of the Property which is not within the Easement Area; nothing herein is intended or shall be deemed to alter the boundary lines, setback lines or lot coverage of the Property, as may be applicable.
  8. The enforcement of the terms of this Easement shall be at the discretion of the Grantee and any forbearance by Grantee to exercise its rights under this Easement in the event of

any violation by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent violation or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any violation by Grantor shall impair such rights or remedies or be construed as a waiver of such rights or remedies.

9. The interpretation and performance of this Easement shall be governed by the laws of the State of New York.
10. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement or the application of such provision to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.
11. Any notice, demand, request, consent, approval or communication under this Easement shall be sent by regular first class mail, postage prepaid and by Certified Mail, Return Receipt Requested, addressed to the mailing addresses set forth above or any other address of which the relocating party shall notify the other, in writing.
12. Other than the dune overwalks reserved to Grantor above, structures that are not part of the Project are not authorized within the Easement Area.

IN WITNESS WHEREOF, Grantor and Grantee have made and executed the foregoing perpetual storm damage reduction easement as of the date written below.

**GRANTOR**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
(Date)

STATE OF NEW YORK}

SS:

COUNTY OF SUFFOLK}

On the \_\_\_\_ day of in the year 20\_\_ before me, the undersigned, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their

signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

By: \_\_\_\_\_  
Notary Public

**SUFFOLK COUNTY, GRANTEE**

\_\_\_\_\_ (Signature)

\_\_\_\_\_  
PRINT NAME AND TITLE

\_\_\_\_\_ (Date)

STATE OF NEW YORK}

SS:

COUNTY OF SUFFOLK}

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ before me, the undersigned, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

By: \_\_\_\_\_  
Notary Public